

YORKTOWN FOUNDATION
and
COUNTY OF YORK, VIRGINIA

**MEMORANDUM OF UNDERSTANDING CONCERNING MANAGEMENT,
OPERATION AND USE OF THE YORKTOWN FREIGHT SHED**

This Memorandum of Understanding is intended to memorialize a cooperative arrangement between the Yorktown Foundation and the County of York providing for the management, operation and use of the Yorktown Freight Shed and surrounding support facilities. This arrangement is built on the mutual interest of Yorktown Freight Shed L.P., the Yorktown Foundation and York County in providing opportunities for public access to and enjoyment of the renovated Yorktown Freight Shed and the surrounding facilities that are part of the Riverwalk Landing complex. Accordingly, the parties agree as follows:

1. The Freight Shed shall be available for use in accordance with the Yorktown Freight Shed Operations Procedures, dated _____, 2005, as established by the Yorktown Freight Shed L.P., and attached as Appendix 1 to this Memorandum of Understanding.
2. Fees shall be collected in accordance with the Operations Procedures by the Yorktown Foundation through its Freight Shed Manager. ~~After disbursement of -the portion of the-~~ collected fees ~~shall be distributed on a monthly basis to the Yorktown Freight Shed L.P.-~~ in accordance with the then current agreement between the Yorktown Foundation and the Yorktown Freight Shed L.P.; ~~T~~he remainder of the collected fees shall be distributed on a monthly basis in accordance with the following:
 - a. 75% shall be paid to the County of York as compensation for the services provided by the County in connection with operation of the Freight Shed including, but not limited to, set-up and take-down of furniture and furnishings, custodial services, etc.; and
 - b. 25% shall be retained by the Yorktown Foundation, from which the Freight Shed Manager and any other Freight Shed Management employees may ~~shall~~ receive a monthly stipend in an amount to be established by the Foundation, and the remainder of which shall be available for use by the Yorktown Foundation to fulfill other building management functions and to pursue its mission for enhancement of Yorktown.

3. The Freight Shed Manager shall be responsible for receiving, evaluating and acting on all applications for use and scheduling of the Freight Shed. The Manager shall maintain a schedule of events and activities and shall make such schedule available to the other Parties on a real-time basis through the use of an appropriate computer-based calendar system. The County agrees to provide such assistance and expertise as is necessary to facilitate the development and use of a system accessible to the Parties.
4. The Freight Shed Manager shall be responsible for showing the facility to prospective users, reviewing all facility policies and procedures with users, conducting pre- and post-use facility inspections, and coordinating set-up and clean-up logistics.
5. The Freight Shed Manager shall be responsible, with County assistance and advice, for establishing and maintaining ~~an-key-~~ access control system for such times as users are to be issued access keys or access codes and shall ensure that users are instructed on building opening and lock-up procedures.
6. The Freight Shed Manager shall be responsible for obtaining the release of liability and hold harmless forms required by the Freight Shed Operations Procedures and shall not allow use of the facility unless such forms are in proper order.
7. The County will be responsible for purchasing an appropriate number of tables, chairs and other furnishings to be available for functions in the facility and for providing appropriate storage space for said furnishings. In addition, the County may procure and make available through such means as it deems appropriate, a tent that may be rented in conjunction with the Freight Shed to accommodate scheduled events and functions.
8. The County will be responsible for set-up and take-down of the tables, chairs and other furnishings available for scheduled events. The County will not be responsible for set-up or take-down of any additional furnishings that may be rented by a user from other sources.
- 8.9. The County may open the building for general public access on a daily basis in accordance with such regular schedule as it deems appropriate, except when such opening would conflict with a scheduled event (including any necessary set-up/clean-up time). As such, it is

understood by the Parties that the facility may from time to time be closed to general public access for all or a portion of a day.

9.10. The County will provide supplies of brochures, maps and other information for display and distribution within the Freight Shed.

10.11. As additional compensation for the services it provides in the operation and management of the Freight Shed, the County shall be entitled to schedule the use of the Freight Shed for County government-related functions and shall be exempt from payment of the user fees set forth in the Operations Procedures. In the event the County's usage exceeds five (5) events in any calendar year, the County shall compensate the Freight Shed Management for any costs it incurs in support of those additional County events.

This Agreement shall be valid for a term of _____ year(s), commencing on the date of execution by both parties. Thereafter, the Agreement shall automatically renew for successive _____-year terms. This agreement may be terminated by either party at any time upon providing the other with 180 days notice, in writing, of the intention to terminate. ~~unless either party has provided the other with notice of the intention not to renew, said notice provided in writing not less than 180 days prior to the expiration of the then current term.~~

This Agreement may be amended from time to time with the mutual consent of both parties. The parties agree that the Agreement shall be reviewed at the end of the first six (6) months and may be adjusted at that time through mutual consent.

This Agreement has been made and entered into by the Yorktown Foundation and the County of York, in witness whereof, the undersigned parties have hereunto caused these presents to be executed by their duly authorized officers.

County of York

Date

Yorktown Foundation

Date

Attachment: Appendix 1 – Yorktown Freight Shed Operations Procedures, dated
